
LOCAL EXCHANGE SERVICES

TARIFF SCHEDULE
APPLICABLE TO
LOCAL EXCHANGE SERVICES
WITHIN
THE STATE OF KENTUCKY
ISSUED BY
SPRINT COMMUNICATIONS COMPANY L.P.

Kentucky Public Service Commission
Commonwealth of Kentucky Tariff P.S.C. No. 1

This Tariff replaces the prior Commonwealth of Kentucky Tariff P.S.C. No. 1 in its entirety, effective February 1, 2003

This Tariff contains the regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by Sprint Communications Company, L.P. ("Sprint") within the Commonwealth of Kentucky. This Tariff is on file with the Kentucky Public Service Commission.

ISSUED:
December 27, 2002

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
February 1, 2003

LOCAL EXCHANGE SERVICES

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end user local exchange communications services by Sprint Communications Company L.P. (Sprint), hereinafter referred to as the Company, to Customers within the Commonwealth of Kentucky. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

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EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through the use of the following symbols:

- C - To signify a "Change" in existing rate and/or regulation.
- D - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- I - To signify a rate "Increase."
- M - To signify matter "Moved/Relocated" within the Tariff with no change to the material.
- N - To signify "New" text, regulation, service, and/or rates.
- R - To signify a rate "Reduction."
- T - To signify a "Text Change" in Tariff, but no change in rate or regulation.
- Z - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

LOCAL EXCHANGE SERVICES

Trademarks and Service Marks Used in this Tariff

Below is a list of trademarks which may be used in this tariff. These designations will not be listed hereafter in the tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks that are owned by the Company cannot be used by another party without authorization.

(D)

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April 20, 2006

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SECTION 9 (1)

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By 
Executive Director

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LOCAL EXCHANGE SERVICES

1. Definitions

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

Access Line

A Telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Account

A Company accounting category containing one or more residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will not share any call allowances of the primary local exchange access line. Therefore, the second or non-primary local exchange access line will not be provisioned to include a separate call allowance structure. No features are included with the additional or non-primary local exchange access line.

Agent

A business representative, whose function is to modify, affect, accept performance of, or terminate contractual obligations between the Company, its applicants or Customers.

Applicant

A person who applies for telecommunications service, including persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Billing Cycle

The frequency with which Customer bills are rendered. Customer bills are typically generated once each month. For purposes of billing, a month is considered to consist of thirty days.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside applicable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Central Office

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting Customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Class of Service

The categories of service generally available to the Customer, such as business and residential services.

Commission

The Kentucky Public Service Commission of the Commonwealth of Kentucky.

Company

Sprint Communications Company L. P., the issuer of this Tariff.

Competitive Local Exchange Carrier (CLEC)

A common carrier that is issued a Certificate of Public Convenience and Necessity to provide local exchange telecommunications service for a geographic area specified by such carrier within the Commonwealth of Kentucky.

Completed Call or Telephonic Communication

A call, or other telephonic communication, originated by a person or mechanical/electrical device from a telephone number to another telephone number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within the state; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)

Connecting Company

A corporation, association, partnership or individual owning or operating one or more telephone exchanges and with which communications services are interchanged.

Construction Charges

Separate charges made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Continuous Property

Continuous property is defined as a plot of ground, together with any buildings thereon, occupied by the Customer; which is not separated by public thoroughfares or by property occupied by others.

Cost

The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises

A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Provided Equipment

All communications systems, devices, apparatus and their associated wiring, provided by the Customer.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Date of Presentation

Postmark date on billing or notice envelope.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer. This term is generally used to describe higher capacity trunks used in typical commercial applications.

Directory Listing

A publication in the ILECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

Disconnect Notice

The written notice sent to a Customer following billing, notifying the Customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

End Office

Denotes the LEC switching system office or service wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access

A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the selected IXC's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the IXC.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Exchange/Exchange Area

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its surrounding area. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within an exchange area.

Holiday

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

Increment

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Incumbent Local Exchange Carrier (ILEC)

ILEC refers to the dominant local exchange carrier(s) in an area also served by the Company.

Installation Charge

A nonrecurring charge made at the time of installation of communications service which may apply in place of or in addition to service charges and other applicable charges for service or equipment.

Interexchange Carrier IXC

See Long Distance provider.

Interface (also see Point of Demarcation)

The term "Interface" denotes that point on the premises of the Customer at which provision is made for the connection of Customer provided facilities or in a residence to facilities provided by the Company.

Interface Equipment

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by the Customer.

Local Access and Transport Area (LATA)

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area

That geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of one way and/or two-way interactive switched voice communication.

Long Distance Provider

A long distance telecommunications services provider, also known as IXC or Interexchange Carrier.

Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Monthly Recurring Charges

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Network Control Signaling

The transmission signals used in the telecommunications network which perform functions such as supervision (control, status and charging signals), address signaling (e.g., dialing), calling and called number identification, and audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications network.

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LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Nonrecurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non sufficient funds, uncollected funds, account closed, account frozen or no account.

Person

A person, firm, partnership, corporation, association, municipality, organization, government agency, real estate trust, or other legal entity.

Point of Demarcation (Also, see Interface)

The point, usually a Network Interface Device (NID), where Company network services, or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

Premises (Same)

The term "Same Premises" (except in connection with inside moves) shall be interpreted to mean:

- (a) the building or buildings, together with the surrounding land occupied or used in the conduct of one establishment or business, or as a residence, and not intersected by a public thoroughfare or by property occupied by others; or
- (b) the portion of the building occupied by the Customer, either in the conduct of his/her business or as a residence, and not intersected by a public corridor or by space occupied by others; or
- (c) the building or portion of a building occupied by the Customer in the conduct of his/her business and as a residence provided both the business and residence bear the same street address; or
- (d) the continuous property operated as a single farm not intersected by a public thoroughfare.

In connection with inside moves, the term "Same Premises" is to be interpreted to mean the building or portion of a building occupied as a unit by the Customer in the conduct of his/her business or residence, or a combination thereof, and not intersected by a public thoroughfare, a corridor or space occupied by others.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Registered Equipment

The term "Registered Equipment" as used in this Tariff denotes equipment which complies with and has been approved within the registration provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

Service Area

The area in which the Company is authorized to provide service.

Serving Central Office

The term "Serving Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Service Connection Charge

The nonrecurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. The acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Tariff

The rates, charges and regulations adopted and filed by the Company with the Kentucky Public Service Commission of the State of Kentucky.

LOCAL EXCHANGE SERVICES

1. Definitions (Continued)Termination

Permanent disconnection of telecommunications service.

Termination Charge

A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

Touch Tone Calling

Touch Tone Calling provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities. The service is furnished subject to the availability of the central office facilities. All Local Exchange Service lines will be equipped for Touch Tone Calling except for dial-type lines served from a central office where the special features for Touch Tone Calling Service are not available. In order to produce outward dial capability on such non-Touch Tone dial-type lines, a Touch Tone to Dial Pulse Converter is required.

UNE Zone

UNE (Unbundled Network Element) Zones are geographic areas within the state that reflect geographic cost differences. Each Serving Wire Center within an incumbent LEC's exchange is designated as being within a specific UNE Zone.

User or End User

Any person who uses telecommunications services provided by the Company under the jurisdiction of the Kentucky Public Service Commission.

Wire Center

Physical structure that houses one or more central office switching systems.

Voice Grade Facility

A communications path between two points comprised of any form or configuration of physical plant capable of and typically used in the telecommunications industry for transmission within the frequency bandwidth of approximately 300 to 3000 Hertz.

LOCAL EXCHANGE SERVICES

2. General Regulations

2.1 Undertaking of the Company

2.1.1 Scope

- A. The Company undertakes to provide the services offered in this Tariff under the terms and conditions and at the rates and charges specified.
- B. Service will be provided where facilities, ordering and billing capabilities, and the resale of necessary underlying network elements are technologically available and operationally and/or economically feasible. The furnishing of service under this Tariff is subject to the continuing availability of all necessary facilities.
- C. The Company reserves the right to limit use of facilities, when necessary, due to a shortage of facilities or other cause beyond the Company's control.
- D. The Company's services are available for use twenty-four hours per day, seven days per week.

2.1.2 Use of Service

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or credit cards is prohibited.
- C. The Company does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- D. The Company's services may be canceled, *with notice*, for nonpayment of uncontested bill charges or for other violations of this Tariff. (C)
- E. The use and restoration of service in emergencies shall be in accordance with the Federal Communications Commission's Rules and Regulations and the Regulations of the Commission which specify the priority system for such activities.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.3 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or allocate the use of existing services, or additional services offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.4 Terms and Conditions

- A. Except as otherwise stated in this Tariff, service is provided on the basis of a minimum period of thirty days. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- B. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the service(s), and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated by either party upon thirty days' notice. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Terms and Conditions (Continued)

- D. This Tariff shall be interpreted and governed by the laws of the Commonwealth of Kentucky without regard for its choice of laws provision.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.1.5 Service Connections and Facilities on Customers' Premises

All services provisioned through the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents, vendors or contractors.

The Company does not guarantee availability by any specific date and shall not be liable for any delays in commencing service to any Customer.

The Company shall use reasonable effort to maintain only the services and equipment that it furnishes to the Customer. The Customer or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment used by the Company, except upon the written consent of the Company.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer or authorized user provided.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities

The Company shall not be responsible for the installation, operation, or maintenance of Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this Tariff and to the maintenance and operation of such services. Subject to this responsibility, the Company shall not be responsible for:

- a. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- b. The reception of signals by Customer provided equipment.

The Customer or authorized user is responsible for ensuring that Customer provided equipment connected to Company equipment and services is compatible with those of the Company and in compliance with this section. The magnitude and character of the voltages and currents impressed on Company provided services and wiring by the connection, operation, or maintenance of such services and wiring shall be such as not to cause damage to the Company provided services and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the services of the Company and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carrier which are applicable to such connections.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.1 Undertaking of the Company (Continued)2.1.6 Provision of Equipment and Customer Facilities (Continued)

A Customer or authorized user may transmit or receive information and signals via the services of the Company. The Company's services are designated primarily for the transmission of voice-grade telephone signals, except as otherwise stated in this Tariff. A Customer or authorized user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephone communication except as specifically stated in this Tariff.

A. Station Equipment

Customer provided terminal equipment on the premises of the Customer or authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer or authorized user. Conformance of Customer provided station equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

B. Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or authorized user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company owned facilities and equipment.

If the protective requirements for Customer provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action the Company deems is necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Customer Facilities (Continued)

C. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services or underlying carrier's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability2.2.1 General

- A. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any, for interruption. The credit will be equal to a prorated portion of the monthly recurring charge for all services interrupted. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.1 General (Continued)

- D. Due to the interdependence among telecommunications providers and the interrelationship with non-Telephone Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; or (3) Customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Telephone Company services used by the Customer.
- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Tariff section as a condition precedent to such installations. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Tariff section as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to the premises of a Customer, end-user, or authorized user, resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- G. The Company shall not be liable for any damages resulting from delays in meeting any service dates.
- H. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- I. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.1 General (Continued)

- J. Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions of this Tariff.
- K. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff.
- L. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this Tariff, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this Tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the Customer, its officers, agents or employees.
- M. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this Tariff.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.2 N11 Liability

- A. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
1. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
 2. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment and facilities furnishing this service; or
 3. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- B. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.2 N11 Liability (Continued)

- C. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- D. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a residential subscriber service for non-payment.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.2 Limitation of Company's Liability (Continued)2.2.3 Directory Errors and Omissions

- A. No liability for damages arising from errors or omissions of non-chargeable directory and/or "Information" listings shall be attached to the Company. In the case of chargeable listing, the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each chargeable listing for each billing period during which the error or omission continues. In accepting listings as prescribed by applicants or subscribers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.
- B. The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or any other person, caused or claimed to have been caused directly or indirectly by the publication of a non-published telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a non-published number, the Company will, at the Customer's request, change the number without charge and refund any non-published number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, non-published information is defined to include the name, address and telephone number of non-published Customers.

ISSUED:
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February 1, 2003

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.3 Prohibited Uses

The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

The Company may require a Customer to immediately cease its transmission of signals if said transmission is causing interference to others.

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

A Customer or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer2.4.1 Customer Responsibilities

The Customer shall be responsible for:

- A. The payment of all applicable charges as set forth in this Tariff;
- B. Damage or loss of the Company's or underlying carrier's facilities or equipment caused by the acts or omissions of the Customer or authorized user, or the non-compliance by the Customer or authorized user with these regulations, or by fire or theft or other casualty on the premises of the Customer or authorized user unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company services or underlying facilities and equipment installed on the premises of the Customer or authorized user and the level of heating and air conditioning necessary to maintain the proper environment on such premises;
- D. Obtaining, maintaining, and otherwise having full responsibility for all rights of way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer or authorized user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with obtaining and maintaining the rights of way described herein, including the costs of altering the structure to permit installation of the Company or underlying carrier provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer (Continued)2.4.1 Customer Responsibilities (Continued)

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company;
- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer or authorized user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services or equipment of the Company;
- G. Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- H. Keeping the Company's and its agents, contractors, and vendors equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.4 Obligations of the Customer (Continued)2.4.2 Claims

- A. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement and proprietary or intellectual property rights of third parties arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer or authorized user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any Commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
- B. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.5 Application for Service

2.5.1 General

The Company will accept an oral or written application from a Customer requesting to obtain service, or additions to or changes in the existing service of such Customer. The Customer will also be required to execute any other documents as may be reasonably requested by the Company. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Tariffs.

An application is merely a request for service and does not in itself bind the Company to provide service.

An applicant for service must pay all previous indebtedness to the Company for telephone services before service will be furnished.

2.5.2 Initial Service Periods

Except as otherwise provided, the initial (or minimum) period for all services and facilities is one month at the same location.

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

2.5.3 Cancellation of Application for Service

Where installation of service has been started prior to cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.5 Application for Service (Continued)2.5.4 Reserved For Future Use

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2.5.5 Business Customers

Business rates apply whenever the use of the service is primarily or substantially of a business, professional institution or otherwise occupational nature, or where the listing required is such as to indicate business use.

Business rates apply for:

1. Offices, stores, factories, boarding houses, offices of hotels and apartment houses, colleges, public private or parochial schools, hospitals, nursing homes, libraries, institutions, churches and all other places of strictly business nature.
2. Any location where a business designation is provided or when any title indicating a trade, occupation or profession is listed.
3. Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
5/6/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

ISSUED:
April 20, 2006

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 6625

EFFECTIVE:
5/06, 2006

By  Executive Director

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.6 Contracts

- 2.6.1 Contracts for telecommunications service will not be required as a special condition to service except:
- A. As may be required by regulations as set forth in the regular schedule of rates and regulations approved or accepted by the Commission.
 - B. In the case of temporary service or service to speculative projects or risk services, in which case a contract may be required for the period of time such service is required.
 - C. Rates for special pricing arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for service(s) offered under this Tariff. Rates quoted in response to competitive requests may be different than those specified for such in this Tariff. Special pricing will be offered to the Customer in writing on a non-discriminatory basis and will be filed with the Commission.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements2.7.1 General

- A. The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted. This Customer responsibility also includes charges associated with the fraudulent use of services by the Customer or any end users of the Customer.
- B. The Customer shall pay the amount(s) as specified in the Tariff for the Services. Fixed recurring charges shall be billed in advance after the service date is activated and will be due no later than the bill due date specified on the invoice.
- C. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 30 days of receipt of each invoice. In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of Services during the period in question for billing purposes.
- D. Any prorated bill shall use a thirty-day month to calculate the prorated amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.
- E. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discounted, to a refund of the amount erroneously billed.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.2 Billing and Collection of Charges

Bills are due and payable on the due date displayed on the Customer's bill. A late payment charge, as described in Section 2.7.3 will be applied if payment is not received by the Company on or before the due date.

2.7.3 Late Payment Charge

A late payment charge of 1.5 percent per month shall apply to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge will not be assessed on any previously billed late payment charges. The late payment charge is included in the total amount due on the current bill.

A Customer shall not be liable for any Late Payment Charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.4 Non-Sufficient Funds Charge

Any negotiable payment instrument submitted in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per negotiable payment instrument.

Receipt of a Non-Sufficient Funds Check by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three banking days must be allowed for redemption of such instrument.

Per NSF Check
\$25.00

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.5 Disputed Bills

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can follow these procedures:

- A. The Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending disconnection.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the Commission within five calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.
- D. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with B. and C. above.
- E. After the investigation and review are completed by the Company as noted in A. above, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within five calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.7 Payment Arrangements (Continued)2.7.6 Credit

The Company, in order to assure payment by the Customer of charges for service or for loss of or damage to Company property, will require applicants and Customers to establish and maintain credit.

The establishment or re-establishment of credit as provided in this section shall not relieve the applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

In order to insure the payment of all charges due for its service, or for loss of or damage to Company property, the Company may require any applicant or Customer to establish and maintain credit by providing information pertinent to the applicant's credit standing.

Telephone Customer credit information will be exchanged between telephone companies and other utilities. Customer credit information will be retained for three years.

If an applicant for service is unable to provide satisfactory credit information, the Company may refuse to provide service unless the Customer agrees to handle payments through a commercial credit card arrangement acceptable to the Company.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.7 Payment Arrangements (Continued)

2.7.7 Reserved For Future Use

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SECTION 9 (1)

EFFECTIVE:
06, 2006

By  Executive Director

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.8 Discontinuance of Service2.8.1 Suspension or Termination of Service for Nonpayment

In the event that any bill rendered is not paid in full, the Company may suspend or terminate service in accordance with the rules of the Commonwealth of Kentucky. If service is suspended or terminated for nonpayment, the Customer will be billed a Service Restoration Charge as well as any payment due upon reconnection of service.

The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five days after delivery of this notice or eight days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.

2.8.2 Fraud

The Company shall have the right to refuse or discontinue service, without advance notice, if the acts of the Customer indicates intention to defraud the Company. This includes fraudulently placing and receiving calls and/or providing false credit information. The Customer will be liable for all related costs and will be responsible for payment of any reconnection charges.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.8 Discontinuance of Service (Continued)

2.8.3 Termination for Cause Other than Non-Payment

Upon condemnation of all or any material portion of the facilities used by the Company to provide service to a Customer, or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service under this Tariff without incurring any liability.

Upon the Customer filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may immediately discontinue or suspend service under this Tariff without incurring any liability.

If all or any portion of the facilities or associated equipment used to provide service to the Customer shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, Company shall be entitled to elect to terminate service upon written notice to Customer.

Service may be immediately terminated if the Customer is using the service in violation of the Tariff of the Customer is using this service in violation of the law.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.8 Discontinuance of Service (Continued)

2.8.4 Cancellation by Customer

A. Cancellation of Application for Service

When the Customer cancels an application for service prior to the start of service, no charges will be imposed except for those specified below.

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

Where the Company incurs any expense for the installation of special arrangement of facilities or equipment, and before the Company receives a cancellation notice from the Customer, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on elements such as the cost of the equipment, facilities, and material; the supervision, general and administrative expense; return on investment, and any other costs associated with the special arrangements.

B. Discontinuance of Service

Customers are responsible for notifying the Company of their desire to discontinue service thirty days before the date of disconnection. Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc. which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire account disconnected, including any secondary line and all associated features and services.

2.9 Notices

Notice shall be deemed properly given if delivered in person or when deposited with the U.S. Postal Service.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.10 Taxes, Fees and Surcharges

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers in the affected jurisdictions.

2.10.1 Telecommunications Relay Service Surcharge

Per Access Line	\$0.07	(R)
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2.10.2 Telecommunications Access Program

Per Access Line	\$0.02	(N)
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2.10.3 Kentucky Universal Service Fund (KUSF)

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In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning July 1, 2004, the charge per line will be applied at the rate of \$0.08 per month.

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June 7, 2006

State Tariffs
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**PUBLIC SERVICE COMMISSION
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SECTION 9 (1)**

EFFECTIVE:
July 1, 2006
By  Executive Director

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)2.11 Allowances for Interruptions in Service2.11.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of failure of a service component furnished by the Company under this Tariff.
- B. An interruption period begins when the Customer reports a service, facility, or circuit to be inoperative, and if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility, or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for testing and repair by the Company, the service, facility, or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer.

LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.11 Allowances for Interruptions in Service (Continued)

2.11.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with any provision of this Tariff by any person or entity other than the Company, including but not limited, to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to the circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. If the service is impaired, but not totally inoperative, and a Customer continues to voluntarily make use of such service;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty days of the dates that the service was affected.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.11 Allowances for Interruptions in Service (Continued)

2.11.3 Use of Another Means of Communication

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative services used.

2.11.4 Application of Credits for Interruptions in Service

The Company will provide a credit to the Customer, upon request, for service outages that continue over a 24 hour period. Credit will be given on the next monthly billing cycle following the outage or the discovery of the outage.

The allowance will be limited to the prorated portion of the monthly rate for the service or portion thereof made inoperative during the outage period.

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LOCAL EXCHANGE SERVICES

2. General Regulations (Continued)

2.12 Provision and Ownership of Directories

The Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the Company free and harmless of any claims, loss, damage or liability which may result from the use of such listing. The Company does not undertake to determine the legal, contractual or other right to use of a name to be listed in a telephone directory of the Company.

The Company, in contract with the directory provider, distributes to its Customers without charge such directory information which in its opinion is generally necessary for the efficient use of the service. Any additional directories or information requested by a Customer will be furnished without additional charge where, in the opinion of the Company, such provision will lead to a more efficient use of the service by that particular Customer.

A. Provision

Directories are regularly furnished to Customers as an aid to the use of telephone services. The Company shall have the right to charge for directories issued in replacement of directories lost, destroyed, defaced, or mutilated while in possession of Customer.

2.13 Provision and Ownership of Telephone Numbers

The Customer has no property right in the telephone number or any right to continuance of service through any particular office. The Company may change the telephone number or the central office designation, or both, of a Customer whenever it is deemed desirable in the conduct of its business.

The numbers will not be changed as a penalty or to enforce payment for directory advertising charges. Changes may be made if required for engineering or technical reasons.

2.14 Assignment or Transfer

All service provided under this Tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff and any other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

LOCAL EXCHANGE SERVICES

3. Service Area

- 3.1 The Company provides Local Exchange Service in the areas as defined below, where necessary underlying network elements or facilities are reasonably available to the company on terms that are both technically and economically feasible. As technical and/or economic feasibility allows, this section will be modified to reflect additional areas in which the Company will offer local exchange service.

A. Exchange Areas for Local Interconnection Service

The Company provides Business Local Exchange Service as specified in Section 5.3 in the following rate centers:

Albany, Aurora, Bee Spring, Benton, Bonnierville, Brownsville, Burkesville, Cadiz, Calvert City, Caneyville, Canmer, Canton, Cave City, Clarkson, Crofton, Edmonton, Elkton, Fairdealing, Fredonia, Gamaliel, Gilbertsville, Glasgow, Guthrie, Hardin, Hardinsburg, Hazel, Henderson, Hopkinsville, Horse Cave, Kirksey, Leitchfield, Logansport, Louisville, Lynn Grove, Madisonville, Marion, McDaniels, Morgantown, Munfordville, Murray, Nebo, New Concord, Nortonville, Oak Grove, Paducah, Pembroke, Princeton, Salem, South Hardin, South Oak Grove, St. Charles, Summer Shade, Temple Hill, Tompkinsville, and Trenton.

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LOCAL EXCHANGE SERVICES

3. Service Area (Continued)

3.2 Local Calling Areas

- A. Local Calling Areas for subscribers of Local Interconnection Service Customers have the ability to make voice calls within the Incumbent Local Exchange Company local calling area and mandatory Extended Area Service (EAS).

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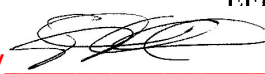
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LOCAL EXCHANGE SERVICES

5. Business Local Exchange Service (Continued)

The customer's phone line may not be classified as a "residential", "public" or "semi-public" line and may not be in housing associated with educational institutions. The customer may not use this service for connection to the internet or other data service, (including mass broadcast of facsimile transmissions), or for any other use that does not involve a person-to-person conversation or voice message. The customer may not use this service for call forwarding for toll use.

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The Company may deny, for any lawful reason, the Customer's request for service, or limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future customers based on forecasted customer requirements; or for any other lawful reason.

The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges") individual telephone stations, groups or ranges of individual telephone stations, or calls using certain customer authorization codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

The Company will prorate all charges and associated usage in the initial month and last month of service based on a 30-day month. If the Company determines that the customer's usage in any way violates the restrictions of this service, the Company may suspend or terminate the customer's service.

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5. Business Local Exchange Service (Continued)

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5. Business Local Exchange Service (Continued)

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5. Business Local Exchange Service (Continued)

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5. Business Local Exchange Service (Continued)**5.3 Local Interconnection Service****A. Description**

The Local Interconnection Service provides a port on the Company's network, as defined below in 5.3.A.1 and 5.3.A.2 that enables two-way public switched telephone network (PSTN) interconnection. The Local Interconnection Service provides local interconnection for voice calls within the Incumbent Local Exchange Telephone Company (ILEC) defined local calling area (LCA) and mandatory extended area service (EAS) or any other geographic areas defined by the Company as specified in 5.3.A.3. Local Interconnection Service also provides access to, but does not include, domestic and international toll service, operator services, telephone number resources, 911 capabilities and other services as defined by the Company and the Customer. These services and additional services are available on an Individual Case Basis upon customer request. For the purposes of providing Local Interconnection Service, the Customer is defined as a competitive service provider that provides voice services to its subscribers.

Local Interconnection Service is available to Customers meeting the requirements below and as specified in Section 3.1.1.B.

Customers must subscribe to either Option A or Option B and Local Interconnection:

1. Local Interconnection Port - Option A

Provides an interface with a Cable Modem Termination System (CMTS). Signaling between the Company's Class 5 end office switch and an embedded multimedia terminal adapter (eMTA) is via the Network-based Call Signaling (NCS) specified by the Cable Television Laboratories (Cablelabs). The Company's Class 5 end office switch uses the calling party and called party information to route the traffic to the appropriate destination. The eMTA and CMTS are provided by the Customer. Alternate forms of Customer interfaces are available on an Individual Case Basis where technical and/or economic feasibility allows.

2. Local Interconnection Port - Option B

Provides an interface to any device provided by the Customer that is connected to a CMTS and eMTA. This interface may be time division multiplexed (TDM) or Internet protocol (IP). The Company's Class 5 end office switch uses the calling party and called party information to route the traffic to the appropriate destination. The eMTA and CMTS are provided by the Customer.

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5. Business Local Exchange Service (Continued)5.3 Local Interconnection Service (Continued)A. Description (Continued)3. Local Interconnection

Provides local interconnection for voice calls within the Incumbent Local Exchange Telephone Company (ILEC) defined local calling area (LCA) and mandatory extended area service (EAS) or any other geographic areas defined by the Company.

B. Regulations

The Local Interconnection Service is provided in accordance with the regulations and rates in this Tariff, but not limited to the following: applicable state or federal law, applicable state or federal regulations, or incumbent local exchange company (ILEC) interconnection agreements.

The Customer must provide its own dedicated connection to the customer premises.

The Customer's subscribers must be physically located within the ILEC defined LCA and mandatory EAS or any other geographic area defined by the Company.

The Customer's service must include restrictions in its tariff, service agreement or other applicable document that describes the terms and conditions of Customer's service that do not allow the Customer's subscriber to move the service to another physical location outside the premises or building in which it was originally provided.

The connecting facility between Customer and the Local Interconnection Service may be provided by Customer or Provider. This connecting facility is not included in the rates and charges below.

Local Interconnection Service Customers must subscribe for a minimum service period of three years. If the Customer terminates all or any portion of the services before the end of the service period, the Company may assess a termination liability equal to 100% of the monthly recurring charge multiplied by the number of months left in the contract.

The Company and the Customer will not utilize the public Internet for the transport of voice services.

There is a maximum of 200 subscribers per T1. Other bandwidths will be determined on an Individual Case Basis (ICB).

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5. Business Local Exchange Service (Continued)5.3 Local Interconnection Service (Continued)C. Rates and Charges

1. Local Interconnection Port

	<u>Per Month</u>
Per T-1	\$1,200.00
All Other Bandwidths	ICB

2. Local Interconnection ICB

3. Nonrecurring Charge, 1st T-1 \$15,000.00
Each additional T1 500.00

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6. Miscellaneous Services and Rates

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6450 Sprint Parkway
Overland Park, Kansas 66251

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/19/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

(D)

By  EFFECTIVE:
19, 2006
Executive Director

LOCAL EXCHANGE SERVICES


6. Miscellaneous Services and Rates (Continued)

Reserved For Future Use (Continued)

(T)

ISSUED:
January 16, 2006

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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EFFECTIVE:
19, 2006
By 
Executive Director

LOCAL EXCHANGE SERVICES

6. Miscellaneous Services and Rates (Continued)

Reserved For Future Use (Continued)

(N)

ISSUED:
January 16, 2006

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/19/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

EFFECTIVE:
19, 2006
By 
Executive Director

LOCAL EXCHANGE SERVICES

6. Promotional Offerings

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers awareness of a particular Tariff offering. These offerings may be limited to certain dates, times and/or locations. All promotional offerings will be submitted to the Commission for prior review and will be limited in terms of length of time offered.

ISSUED:
December 27, 2002

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

EFFECTIVE:
February 1, 2003

LOCAL EXCHANGE SERVICES

8. 9-1-1 Telecommunications Service

The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits Customer orders to the local exchange telecommunications company whose services are being resold pursuant to this tariff.

At such time that the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will make the necessary equipment or facility additions in the E-911 service provider's equipment in order to accurately and properly update the database for E-911.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company recognizes its responsibility to E-911 administrators, to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this tariff. All required E-911 taxes or surcharges will be collected and remitted to the appropriate authority as required by the applicable governing body.

ISSUED:
December 15, 2005

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

EFFECTIVE:
y 1, 2006

By



Executive Director

LOCAL EXCHANGE SERVICES

100. Obsolete Service Offerings

100.1 Reserved For Future Use

(C)


(D)

ISSUED:
January 16, 2006

State Tariffs
6450 Sprint Parkway
Overland Park, Kansas 66251

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
2/19/2006
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

(D)

EFFECTIVE:
February 19, 2006
By 
Executive Director

Sprint Communications
6200 Sprint Parkway
Eisenhower A
Overland Park, KS 66251-6117

Invoice Number: 101
Page 1 of 3

Special Notes

00000001

Brian Trainer
14016 Bradshaw St
Overland Park, KS 66221

Account Summary

Account Number	600000004-0
Invoice Number	101
Bill Date	12/22/02
Total Amount Due	\$83.11

Invoice Summary

Previous Bill	\$0.00
Payments and Credits	\$0.00
Balance	\$0.00
Current New Charges	\$83.11
Current Balance Due By 01/12/03	\$83.11

Answers and Information

Billing Inquiries (800) 882-7802
Customer Service Inquiries (800) 882-7802

00000001 / 00000001

*Any past due balances are due immediately.
To avoid late charges, any inquiry about this bill should be made prior to the Due Date.*

See Reverse Side for important Terms and Conditions

☐ Detach the coupon below and return with your payment.

Payment Coupon

Numbers You Need to Know

Account Number	600000004-0
Invoice Number	101
Bill Date	12/22/02

Brian Trainer
14016 Bradshaw St
Overland Park, KS 66221

☐ **Address Changes**
Check the box and note changes or
corrections on the back of this form.

Mailing Payment

**To establish Charge Card or
Automatic Bank Draft Payments**

☐ ☐ Check the box at left and complete the
back side of this payment coupon

To pay by check or Money Order(U.S. Dollars only)

Write your Account Number on your check
Make Checks payable to and mail to:

Current Balance Due By 01/12/03 **\$83.11**

Payment Amount Enclosed \$

Sprint Communications LLC
P.O. Box 6419
Carol Stream IL 60197-6419



0000060000000040 00000003 000000000000 00000008311 00000008311 4

Brian Trainer
14016 Bradshaw St
Overland Park, KS 66221

Invoice Number: 101
Page 2 of 3

Additional Terms and Conditions

The services and products are provided to you subject to the terms and conditions contained herein. You acknowledge receipt of service and/or products in the "Total Amount" due shown herein, and by use of the services and/or products, you agree to the terms and conditions.

IF YOU DISPUTE ALL OR A PORTION OF THE "TOTALAMOUNT" DUE ON THIS INVOICE, YOU MUST NOTIFY US OF THIS FACT IN WRITING SO THAT IT IS RECEIVED BY SPRINT ON OR PRIOR TO THE "CURRENT BALANCE DUE" DATE. PLEASE DIRECT CORRESPONDENCE TO THE FOLLOWING ADDRESS: SPRINT, 1500 E. Rochelle Blvd., Irving, TX 75039-4307. PLEASE DO NOT DIRECT PAYMENTS TO THIS ADDRESS. AMOUNTS YOU DO NOT DISPUTE IN WRITING MUST BE PAID AS SET FORTH BELOW.

If payment is to be made by check or money order, payment to SPRINT ("the Company") must be received by the "Current Balance Due by" date indicated on this invoice, which is 21 days after the billing date. If payment is to be charged to your credit card or debited from your bank account, you agree to perform the obligations set forth in your cardholder's agreement with the issuer of your credit card or debit agreement with your bank. If a payment charged to your credit card or debited from your bank account is not received by the Company for any reason by the indicated "Current Balance Due by" date, your account with the Company will be considered past due.

A late fee up to 3.0% of the past due balance may be charged. No more than one late fee will be assessed for any past due balance. If the Company does not receive your payment within 30 days after the "Current Balance Due by" date, the Company reserves the right to stop supplying service or products to you. If the Company terminates your services or products for non-payment or otherwise, you must still pay the balance owed to the Company, plus any finance charges. The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or exchanges, or by blocking calls using certain Personal Identification numbers when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

You agree to pay all costs, expenses and fees of the Company's enforcement of this agreement, including, without limitation, collection expenses, collection agency fees, credit report and investigations, "insufficient funds" costs, court costs and attorneys fees.

Insufficient Funds Rate Chart

If you pay your monthly SPRINT bill by credit card, check or ACH (automatic checking account withdrawal), and your credit line or checking account does not have enough funds to cover your payment, the following penalty fees will be applied to your next bill:

Insufficient Funds Fees State	State
\$10.00	NY
\$15.00	ME, WV
\$20.00	AL, CO, ID, LA, SC, VA
\$25.00	AZ, AR, CA, CT, DE, FL, GA, IL, IN, IA, KS, KY, MA, MD, MI, MN, MO, MS, MT, NE, NV, NH, NJ, NM, NC, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, WA, WI, WY

If a payment is debited from your bank account, this invoice serves as notice (pursuant to paragraph 205.10(d) of Part 205 (Regulation E) of Title 12, Code of Federal Regulations) that the "Total Amount" due shown herein will be debited from your bank account not sooner than the 10 day period set forth in the Regulation E. A 30-day notification is required if you decide to discontinue drafting or change the account from which payments are to be drafted.

THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY THE COMPANY OR NEGLIGENCE OF THE COMPANY OR OTHERWISE.

EXCEPT AS MAY BE OTHERWISE PROVIDED IN YOUR PROVIDER CONTRACT, THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND THE COMPANY. YOU AGREE THAT ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT, OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED IN WRITING IN THIS AGREEMENT OR YOUR PROVIDER CONTRACT BETWEEN YOU AND THE PROVIDER, IF ANY, SHALL NOT BE BINDING UPON ANY PARTY, AND THAT THE TERMS AND CONDITIONS HEREOF APPLY AS PRINTED WITHOUT ALTERATION OR QUALIFICATION, EXCEPT AS SPECIFICALLY MODIFIED IN WRITING SIGNED BY YOU AND COMPANY. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS AND CONDITIONS OR ANY PURCHASES ORDER OR OTHER DOCUMENT SUBMITTED BY YOU, EXCEPT AS SPECIFICALLY PROVIDED IN YOUR PROVIDER CONTRACT, IF ANY.

Please send payments to:

SPRINT
P.O. Box 6419
Carol Stream, IL 60197-6419

If any of the provisions contained herein shall be determined to be invalid or unenforceable, the remaining provision shall remain in full force and effect, and the provisions hereof are deemed amended to conform.

Address Changes

Name

Name

Street

Apt./Suite

City

State

Zip Code

00195092LH

Charge Card Payments

Establish credit card payment beginning with the next bill

Charge to my: ☐ VISA ☐ American Express
☐ MasterCard ☐ Discover

Account Number

Account Number

American Express CID

Found on front of card

Visa/MasterCard/Discover CVV2

Found after account number on back of card

Expiration Date

Month/Year

Phone Number (Area Code) XXX-XXXX

Signature (must match name on account)

Until further written notice, the above signature authorizes SPRINT, its successors and/or assigns to debit my checking/savings/charge account for my payment, as directed above, on or about the Payment Due Date noted on my bill. In the future, the Total Amount Due will be automatically debited to the checking/savings/charge account as indicated.

Automatic Debit Payments

Establish debit payment beginning with the next bill

1 Supply a voided check from the account you wish to debit. Please enter:

Account Number

Account Number

Routing Number

The Routing Number is located to the left of the Account Number

2 Be sure to enclose a payment for your current Payment Amount Due

Note: Automatic Debit Payments begin with your next bill.

Phone Number (Area Code) XXX-XXXX

Signature (must match name on account)

Brian Trainer
14016 Bradshaw St
Overland Park, KS 66221

Invoice Number: 101
Page 3 of 3

Summary of Services

	Total
Local Primary Line	
KS Complete Sense 250	\$54.05
Private/Non-Pub Listing	\$2.12
Regulatory and Other Fees	\$5.94
Long Distance	
Long Distance International	\$3.18
Voicemail	\$6.35
Directory Assistance and Call Completion	\$0.95
Taxes	\$10.52
Current New Charges	\$83.11

New Charges Detail

Partial Month Charges

Sprint Complete Sense	
(913) 814-7968 KS Complete Sense 250 11/22/2002 - 12/21/2002	\$50.99
(913) 814-7968 Local Number Portability 11/22/2002 - 12/21/2002	\$0.33
(913) 814-7968 Network Access Surcharge 11/22/2002 - 12/21/2002	\$5.27
Private/Non-Pub Listing 11/22/2002 - 12/21/2002	\$2.00
Voicemail 11/22/2002 - 12/21/2002	\$5.99
1 Voicemail Box (\$5.99 per mo.)	
Sprint International LD Plus 11/22/2002 - 12/21/2002	\$3.00
(913) 814-7968 KS Complete Sense 250 11/20/2002 - 11/21/2002	\$3.06
(913) 814-7968 Local Number Portability 11/20/2002 - 11/21/2002	\$0.02
(913) 814-7968 Network Access Surcharge 11/20/2002 - 11/21/2002	\$0.32
Private/Non-Pub Listing 11/20/2002 - 11/21/2002	\$0.12
Voicemail 11/20/2002 - 11/21/2002	\$0.36
1 Voicemail Box (\$5.99 per mo.)	
Sprint International LD Plus 11/20/2002 - 11/21/2002	\$0.18
	\$71.64

Total Monthly Service **\$71.64**

Long Distance

Long Distance - (913) 814-7968

Count	Date	Time	Called City	Called Number	Minutes	Amount
1	12/17/02	07:39 PM	CHICAGO, IL	(773) 631-9476	2.00	\$0.00
2	12/19/02	07:24 PM	ROSWELL, NM	(505) 622-0854	22.00	\$0.00
3	12/21/02	12:35 PM	GALENA, IL	(815) 777-2939	1.00	\$0.00
4	12/21/02	12:36 PM	BARTLETT, IL	(630) 830-0123	3.00	\$0.00
5	12/21/02	12:39 PM	CHICAGO, IL	(773) 631-9476	1.00	\$0.00
6	12/21/02	02:06 PM	CHICAGO, IL	(773) 631-9476	1.00	\$0.00
7	12/21/02	02:51 PM	GALENA, IL	(815) 777-2939	10.00	\$0.00
Total for Long Distance - (913) 814-7968						\$0.00

Summary

Line /Card Number	Total Calls	Minutes	Amount
(913) 814-7968	7	40.00	\$0.00
Total Charges	7	40.00	\$0.00

Directory Assistance and Call Completion

Dir. Asst. and Call Completion - (913) 814-7968

Date	Time	Called City	Called Number	Amount
12/20/02	06:27 PM		(913) 555-1212	\$0.95
Total for Dir. Asst. and Call Completion - (913) 814-7968				\$0.95

Summary

Line /Card Number	Total Calls	Amount
(913) 814-7968	1	\$0.95
Total Charges	1	\$0.95

Taxes

Sales Tax	\$4.89
Federal Excise Tax	\$2.09
E911 Tax	\$0.63
State Universal Service Fund	\$1.70
Fed USF Combined High Cost and School	\$1.20
Fed Telecommunications Relay Service	\$0.01
Total Taxes	\$10.52

Additional Notes